THIS NON-DISCLOSURE NON CIRCUMVENTION AGREEMENT is entered into and made effective this ..... day of..... 2015

BETWEEN

EB/SM ("EB/SM") of P. O. Box [insert postal address] and having its registered office situate at [insert location address], represented by [insert name of authorized representative].

AND

CHCORP ("Ch**Corp")** P.O. Box [insert postal address] and having its registered office situate at [insert location address], represented by [insert name of authorized representative].

Collectively referred to as the Parties.

WHEREAS:

A. The Parties in the process of [insert the nature of business]**.**

B. EB/SM in possession of certain information which are confidential in nature and are not know to ChCorp ***("Confidential Information")***

C. EB/SM intends to disclose the Confidential Information to ChCorp.

D. The Parties have agreed to enter into this Agreement under the following terms and conditions.

THE PARTIES AGREE AS FOLLOWS:

1. Confidential Information.

The Confidential Information to be disclosed to ChCorp is

i. information in tangible form and

ii. discussion relating to that information whether those discussion occurs prior to, concurrent with or following disclosure of the Confidential Information.

1.2 Any copies which are made will be identified as belonging to the disclosing party and marked "Confidential", "Proprietary" or with a similar legend.

2. Confidentiality Undertaking

ChCorp undertakes:

2.1 to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 3 below and to ensure that all Confidential Information is kept with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances;

2.2 to keep confidential and not disclose to anyone except as provided for by clause 3 below the fact that the Confidential Information has been made available or that discussions or negotiations are taking place or have taken place between the Parties in connection with the contemplated transaction;

2.3 to use the Confidential Information only for the Permitted Purpose;

2.4 not to disclose any of EB/SM's Confidential Information to any employees or to any third parties except to ChCorp's employees, parent company and majority–owned subsidiaries who have a need to know and who agree to abide by non-disclosure terms at least as comprehensive as those set forth herein, provided that the ChCorp shall be liable for breach by any entity;

2.5 not to make any copies of the Confidential Information received from EB/SM except as necessary for its employees, Parents Company and majority-owned subsidiaries with a need to know; and

2.6 that for the purposes of this Agreement, the term "employees" shall include independent contractors of ChCorp.

3. Permitted Disclosure

EB/SM agrees that ChCorp may disclose such Confidential Information and of such those matters referred to in clause 1 above as ChCorp shall consider appropriate:

3.1 to members of the either Party, their officers, directors, employees, professional advisers and auditors if any person to whom the Confidential Information is to be given pursuant to this clause 3 is informed in writing of its confidential nature;

3.2 to any person to whom information is required or requested to be disclosed by any applicable law or regulation; and

3.3 with the prior written consent of either party.

4. Exceptions to the Obligation of Confidentiality

ChCorp will not be liable for the disclosure of any Confidential Information which is:

4.1. generally made available publicly or to third parties by EB/SM without restriction on disclosure;

4.2. rightfully received from a third party without any obligation of confidentiality;

4.4. independently developed by employees of ChCorp; or

4.5. required to be disclosed in accordance with applicable laws, regulations, court, judicial order, provided that ChCorp shall give EB/SM reasonable notice prior to such disclosure and shall comply with any applicable protective order.

5. Termination of Obligation of Confidentiality

The confidentiality obligations set forth in this Agreement shall bind ChCorp from the date of disclosure of Confidential Information unless any of the exceptions set forth in clause 4 above occurs.

6. Title

Title or the right to possess Confidential Information as between the Parties will remain with EB/SM.

7. Non-Circumvention/Exclusive Dealing/Non-Disparagement

7.1. ChCorp will not, directly or indirectly solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept or consider any proposal of any other person relating to the contemplated business.

7.2. In the event that ChCorp circumvent EB/SM and goes ahead to acquire engage in the contemplated business with another person without lawfully terminating this Agreement, EB/SM will be entitled to 10 percent (10%) of the revenue derived from any such business.

7.3. ChCorp agrees not to make any derogatory, misleading or otherwise negative statement about the actions, performance or behaviour of EB/SM as an entity or individually or any of its employees, officers or advisors.

7.4. ChCorp agrees that it shall not directly or indirectly in public or private criticize, disparage nor denigrate EB/SM with regard to the contemplated business.

8. Payment of Liquidated Damages

8.1. In the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached or terminated in violation of the terms of this Agreement, then immediately following such breach or termination, EB/SM shall be entitled to a break-up fee of [insert amount] in addition to any other remedy to which EB/SM are entitled to at law or in equity.

8.2. The Parties agree that the amounts payable under this clause are an integral part of the relationship and that such amounts represent the reasonable damages that EB/SM will incur and that such payments constitute liquidated damages and not a penalty.

8.3. The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, this being in addition to any other remedy to which the Parties are entitled to at law or in equity.

9. Notification of Disclosure

Either Party agree (to the extent permitted by law and regulation) to inform the other:

9.1 of the circumstances of any disclosure of Confidential Information made pursuant to this Agreement except where such disclosure is made to any of the Permitted Persons referred to in this Agreement during the ordinary course of its supervisory or regulatory function; and

9.2. upon becoming aware that Confidential Information has been disclosed in breach of this Agreement.

10. Return of Copies

if ChCorp does not participate in the contemplated business and EB/SM hereby requests ChCorp in writing to return all Confidential Information supplied to it by EB/SM and destroy or permanently erase (to the extent technically practicable) all copies of Confidential Information and use all reasonable endeavours to ensure that anyone to whom that ChCorp has supplied any Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them; and

11. No Representation; Consequences of Breach

ChCorp acknowledges and agrees that:

11.1 neither it nor any of its officers, employees or advisers (each a "Relevant Person") shall

(i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by it which it is based or

(ii) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by it or any of its members or be otherwise liable to the other or any other person in respect of the Confidential Information or any such information; and

12. Inside Information

Either Party acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including laws relating to insider dealing and market abuse and undertake not to use any Confidential Information for any unlawful purpose.

13. Nature of Undertakings

The undertakings given by ChCorp are given to EB/SM (without implying any fiduciary obligations on EB/SM) for the benefit of ChCorp.

14. General

14.1. This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties, or an obligation to buy or sell products using or incorporating the Confidential Information.

14.2. Both Parties understand and acknowledged that no license under any patents, copyrights, trademarks, or mask works is granted to or conferred upon either party in this Agreement or by the disclosure of any Confidential Information by one Party to the other as contemplated hereunder, either expressly, by implication, inducement, estoppels or otherwise, and that any license under such intellectual rights must be expressed and in writing.

14.3. The failure of EB/SM to enforce any right resulting from breach of any provision of this Agreement by the other Party will not be deemed a waiver of right relating to a subsequent breach of such provision or of any other right hereunder.

14.4. This Agreement will be governed by the laws of Ghana.

14.5. This Agreement constitutes the sole and entire agreement between the Parties with respect to the Confidential Information and all restriction thereon; it supersedes any and all prior or contemporaneous oral or written agreements, negotiations, communications understanding and terms whether express or implied regarding the Confidential Information and may not be amended except in a written signed by a duly authorized representative of the respective parties. Any other agreements between the Parties, including non-disclosure agreements, will not be affected by this Agreement.

14.6. EB/SM disclaims all warranties regarding all Confidential Information disclosed pursuant to this Agreement, including all warranties as to the accuracy or utility of such Confidential Information.

[Execution Page follows]

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year first above written.

SIGNED BY [INSERT NAME] _____

For and on behalf of **EB/SM**

In the presence of:

WITNESS

Name:

Address:

Occupation

Signature:

SIGNED BY [INSERT NAME] _____

For and on behalf of **CHCORP**

In the presence of:

WITNESS

Name:

Address:

Occupation

Signature: